

# **EXHIBIT B**

**DELPHI**

GMT-800

Energy &amp; Chassis Systems

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**Buyer:**

DELPHI  
ENERGY & CHASSIS SYSTEMS  
5820 DELPHI DR  
TROY MI 48068  
EE.UU.

**Requirements Contract**

PO Number 550004915 Date Issued 01-Nov-2001  
Version 10-Aug-2005 10:56:51

**Deliver to:**

DELPHI SISTEMAS DE ENERGIA S.A. DE  
C/O Centos  
CARRETERA SALTILLO-PIEDRAS, KM 8.54  
BARNOS ARIZPI

L.E. BELIER QUERETARO SA DE CV  
LBO FOUNDRY  
CALLE 2 NO 18 FRACC  
INDUSTRIAL BENITO JUAREZ  
76120 QUERETARO  
MEXICO

Vendor No: 1005890  
DUNS No: 812566834

Payment Terms: ZMN2 Currency: USD

Payment series on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant			
00010	18045894 BODY MASTER CYLINDER CASTING ***THIS AMENDMENT CHANGES PRICE*** ***THIS AMENDMENT CHANGES VALIDITY*** Price reduction schedule: 1st yr. \$0.024 per piece - eff. 6/1/03 2nd yr. \$0.023 per piece - eff. 6/1/04 3rd yr. \$0.022 per piece - eff. 6/1/05 4th yr. \$0.021 per piece - eff. 6/1/06	HU01 DELPHI E & C SALTILLO			
Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Nov-2001	29-Feb-2002	USD	4,374.00	1.000	PC
01-Mar-2002	30-Jun-2002	USD	4,574.00	1.000	PC
01-Jul-2002	31-Jul-2002	USD	4,144.70	1.000	PC
01-Aug-2002	31-Aug-2002	USD	4,135.50	1.000	PC
01-Sep-2002	30-Sep-2002	USD	4,132.80	1.000	PC
01-Oct-2002	31-Oct-2002	USD	4,086.90	1.000	PC
01-Nov-2002	30-Nov-2002	USD	4,071.80	1.000	PC
01-Dec-2002	31-Dec-2002	USD	4,087.70	1.000	PC
01-Jan-2003	31-Jan-2003	USD	4,144.10	1.000	PC
01-Feb-2003	28-Feb-2003	USD	4,146.60	1.000	PC

Purchasing Contact: Reuter, Laura  
Phone: 937-455-7854  
Fax: 937-455-9133

Contact Address:  
DELPHI ENERGY & CHASSIS SYSTEMS  
2300 FORRER BLVD.  
KETTERING OH 45420

LD DELIER QUERETARO SA DE CV  
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Item No.	Material No. Description	Plant				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Mar-2003	31-Mar-2003	USD	4,178.90	1,000	PC
	01-Apr-2003	30-Apr-2003	USD	4,273.20	1,000	PC
	01-May-2003	31-May-2003	USD	4,220.50	1,000	PC
	01-Jun-2003	30-Jun-2003	USD	4,131.30	1,000	PC
	01-Jul-2003	31-Jul-2003	USD	4,191.20	1,000	PC
	01-Aug-2003	31-Aug-2003	USD	4,275.80	1,000	PC
	01-Sep-2003	30-Sep-2003	USD	4,198.70	1,000	PC
	01-Oct-2003	31-Oct-2003	USD	4,214.70	1,000	PC
	01-Nov-2003	30-Nov-2003	USD	4,199.00	1,000	PC
	01-Dec-2003	31-Dec-2003	USD	4,284.89	1,000	PC
	01-Jan-2004	31-Jan-2004	USD	4,267.10	1,000	PC
	01-Feb-2004	29-Feb-2004	USD	4,338.55	1,000	PC
	01-Mar-2004	31-Mar-2004	USD	4,410.40	1,000	PC
	01-Apr-2004	30-Apr-2004	USD	4,516.20	1,000	PC
	01-May-2004	31-May-2004	USD	4,480.00	1,000	PC
	01-Jun-2004	30-Jun-2004	USD	4,535.50	1,000	PC
	01-Jul-2004	31-Jul-2004	USD	4,401.70	1,000	PC
	01-Aug-2004	31-Aug-2004	USD	4,448.50	1,000	PC
	01-Sep-2004	30-Sep-2004	USD	4,492.20	1,000	PC
	01-Oct-2004	31-Oct-2004	USD	4,469.20	1,000	PC
	01-Nov-2004	30-Nov-2004	USD	4,454.60	1,000	PC
	01-Dec-2004	31-Dec-2004	USD	4,490.80	1,000	PC
	01-Jan-2005	31-Jan-2005	USD	4,488.20	1,000	PC
	01-Feb-2005	28-Feb-2005	USD	4,485.10	1,000	PC
	01-Mar-2005	31-Mar-2005	USD	4,483.80	1,000	PC
	01-Apr-2005	30-Apr-2005	USD	4,478.70	1,000	PC
	01-May-2005	31-May-2005	USD	4,540.80	1,000	PC
	01-Jun-2005	30-Jun-2005	USD	4,469.30	1,000	PC
	01-Jul-2005	31-Dec-2005	USD	4,328.40	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

### Notes

This Contract replaces previous contract # N/A.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

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Energy & Chassis Systems

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LHQ FOUNDRY  
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Item No. Material No.  
Description

Plant

### Notes Continued:

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro-rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction in the costs of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, material, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

### "Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website, [www.delphi.com](http://www.delphi.com) then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the Internet at Delphi's website.

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Date Issued

01-Nov-2001

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#### Notes Continued:

delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

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Delphi Long Term terms and conditions, and Delphi Metal Adjustment Policy applied to this contract.

04/26/03 - Alteration to change price on Material No. 18045894 (Item 10).

09/12/02 - Alteration to change price on Material No. 18045894 (Item 10).

10/16/02 - Alteration to change price on Material No. 18045894 (Item 10): all.

11/08/02 - Alteration to change price on Material No. 18045894 (Item 10): (Escalation/De-escalation): dmp.

01/06/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

01/24/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

01/28/03 - Alteration to correct pricing and change validity on Material No. 18045894 (Item 10): dmp.

02/17/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

04/16/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

04/17/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

04/21/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

05/20/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

06/05/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

07/18/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.

09/19/03 - Alteration to change price on Material No. 18045894 (Item 10): (Metal Escalation/De-escalation): dmp.



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PO Number	Date Issued
5500005915	01-Nov-2001
Version	
10-Aug-2005 10:56:51	

Item No.	Material No. Description	Plant
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#### Notes Continued:

10/01/00 - Alteration to change price on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

10/23/00 - Alteration to change price on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

11/15/00 - Alteration to change price on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

01/16/04 - Alteration to change price on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

01/28/04 - Alteration to change price on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

03/15/04 - Alteration to change price on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

04/26/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

05/18/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

06/10/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

07/22/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

08/12/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). exp

09/14/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

10/27/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). cap

11/19/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). cap

12/23/04 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

01/27/05 - Alteration to change price and price validity on Material No. 18045894 (Item 10). (Metal Escalation/De-escalation). cap

02/17/05 - Alteration to change price and price validity on Material 18045894 (Item 10). (Metal Escalation/De-escalation). dmp

03/07/05 - Alteration to change price and price validity on Material 18045894 (Item 10). (Metal Escalation/De-escalation). cap

05/17/05 - Alteration to change price and price validity on Material 18045894 (Item 10). (Metal Escalation/De-escalation). cap

07/21/05 - Alteration to change price and price validity on Material 18045894 (Item 10). (Metal Escalation/De-escalation). cap

08/10/05 - Alteration to change price and price validity on Material 18045894 (Item 10). (Metal Escalation/De-escalation). cap